ENGINEERING DEPARTMENT.

BANGALORE DIVISION.

Tender Notice.

Tenders for the purchase of about 5,000 R.ft. of 90 lbs. double headed rails now fixed on Hosakote tank Bund on 15th mile of Bangalore-Kolar Road (Madras-Cannanore Road, Kolar side) will be received by the undersigned till 3 P.M. of 3rd February 1940 with an earnest money of Rs. 200. The acceptance of tender will be intimated within three days thereafter and permission to remove the rails will be given on payment of entire cost of rail to the Executive Engineer, Bangalore Division, within a week of acceptance of tender. Further details may be had from the office.

Notification dated 22nd January 1940.

1. Sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division, up to 2 P.M. on 5th February 1940, for widing the tank Bund of Gudemaranahalli from 2/1 to 5/1 of Magadi Road, and providing iron railing on the water side.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Bangalore Division, after the production of the challan for having credited into the treasury the deposit amount of Rs. 210 under 17 (a) P. W. Deposits should be addressed to the Executive Engineer, Bangalore Division, in a sealed cover and superscribed as "Tender for widening the tank bund of Gudemaranahalli from 2/1 to 5/1 of Magadi Road, and providing iron railings." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a deposit of Rs. 210 (in words) rupees two hundred and ten only Government Promissory Notes or Mysore Government Bonds, duly endorsed at face value or market value, whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 5th February 1940, at 3 P.M. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental Schedule Contract Form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay Specifications (1931).

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Bangalore Division, on all working days between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs. 3.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions,

at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of October 1940, failing which the Executive Engineer may, at his discretion, levy a penalty calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

23. Forms can be had on payment of four annas (0-4-0) per form.

Approximate quantities for widening the tank bund of Gudemaranahalli from 2–1 to 5–1 of Magadi Road and providing iron railings on the water side.

No.	Particulars	Unit	Quantity	Rate	Rate to be quoted in figures and words
				Rs. a. p.	Rs. a. p.
1	Removing and clearing jungle and refixing grade stones with painting, etc., complete	Grades	18	0 12 0	
2	Cutting grips on the slopes of the bund	,,	18	1 8 0	
3	Earthwork to bund with watering and consolidation including lead and lift ..	C.yd.	4,000	0 4 0	
4	Turfing the slopes and watering till it is satisfactory	S.yd.	5,566	0 0 10	
5	Raising the new stone revetment to the top level of bund with jelly backing and jelly wedging required lead and lift ..	C.yd.	385	1 4 0	

N. LAKSHMINARASIMHAIYA,
Executive Engineer.